

ORDINANCE #66127
Board Bill No. 306

An ordinance approving a Redevelopment Plan for the 8614-24 S. Broadway Street Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated October 28, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that certain property (8624 S. Broadway) in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is partially unoccupied, but if it should become occupied, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the city to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 8614 S. Broadway S. Broadway Street Area, "dated October 28, 2003, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of this Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as 8614-24 S. Broadway Street Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 28, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire certain property (8624 S. Broadway) in the Area by the exercise of eminent domain or otherwise.

SECTION NINE. The property within the Area is currently partially occupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area of any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth there in and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the city, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 2000, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created:

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification, which will substantially change the Plan, must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"**8614-24 S. Broadway Street AREA
LEGAL DESCRIPTION**

Parcel 1 C.B. 3251 BROADWAY
175 FT X 146.35 FT
SURVEYS 3102 ADDN.
BLK 80 LOTS 13 TO 18 N-12 & S-19

3251-00-0050
8614 S. BROADWAY STREET

Parcel 2 C.B. 3251 BROADWAY
44 FT/196 FT 6 IN X 321 FT/175 FT 5 IN
SURVEY 3102 ADDN.
BLOCK 80 LOTS 11, S-12 34 THRU 40 + S-33
PT VAC ALLEYS & STS

3251-00-0030
8624 S. BROADWAY STREET

EXHIBIT "B"
Form: 09/30/03

BLIGHTING STUDY AND PLAN
FOR THE
8614-24 S. BROADWAY STREET AREA
PROJECT #9617
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
October 28, 2002

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
8614-24 S. Broadway Street AREA**

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EXHIBITS

"A"	LEGAL DESCRIPTION
"B"	PROJECT AREA PLAN
"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON- DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 8614-24 S. Broadway Street Area ("Area") encompasses approximately 1.12 acres in the Patch neighborhood of the City of St. Louis ("City") and is located on the east side of S. Broadway St. with Lorentz St. to the south and E. Catalan St. to the north.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises two parcels of City Block 3251. The Area is in fair to poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 8.5 % unemployment rate for the City as of April, 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently 13 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an occupied industrial building and an unoccupied single family residential building.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for commercial and industrial purposes.

Residential density for the surrounding neighborhoods is approximately 4.59 persons per acre.

5. CURRENT ZONING

The Area is zoned "J" Industrial District, pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is partially occupied and in fair to poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive industrial uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are industrial uses permitted in Areas designated "J" Industrial District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

pawn shops, adult bookstores, x-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), storefront churches, pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "J" Industrial District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 2 to 3 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all

vacations of rights-of-way are subject to approval by ordinance.

7. **BUILDING AND SITE REGULATIONS**

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. **URBAN DESIGN**

a. Urban Design Objectives

The properties shall be developed so they are attractive industrial assets to the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation shall respect the original exterior and the exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, material, set back, profile and site layout.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. **PARKING REGULATIONS**

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. **SIGN REGULATIONS**

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door

opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon the use, location or siting of the structure.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City .

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately two (2) years of approval of this Plan by ordinance and completed within approximately three (3) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire 8624 S. Broadway by the exercise of eminent domain or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA.

Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently partially occupied. All eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 2000, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and

Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**8614-24 S. Broadway Street AREA
LEGAL DESCRIPTION**

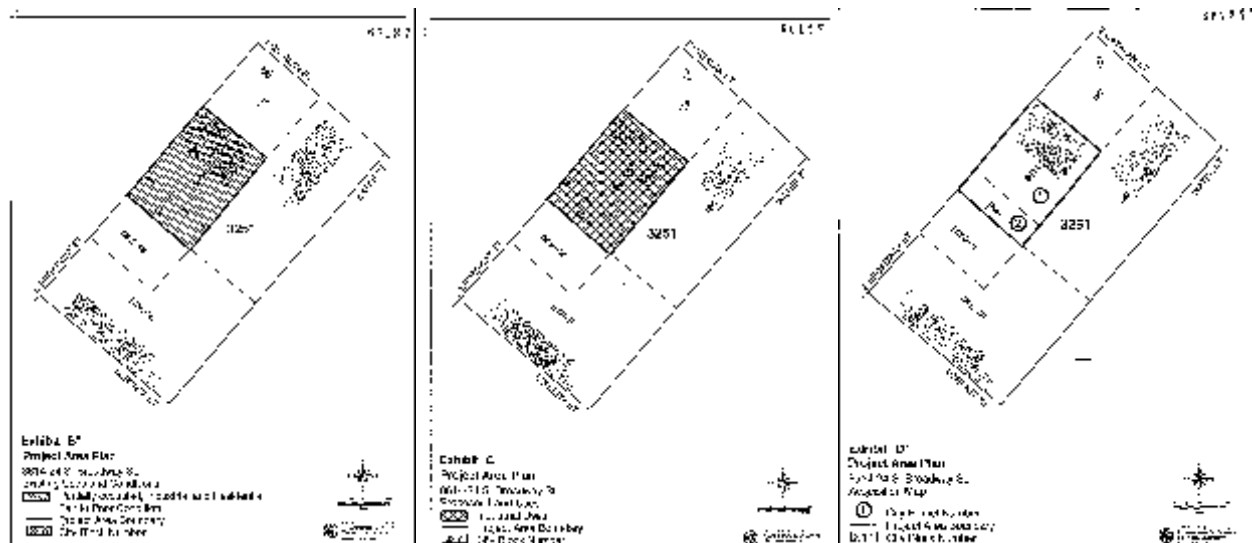
Parcel 1 C.B. 3251 BROADWAY
175 FT X 146.35 FT
SURVEYS 3102 ADDN.
BLK 80 LOTS 13 TO 18 N-12 & S-19

3251-00-0050
8614 S. BROADWAY STREET

Parcel 2 C.B. 3251 BROADWAY
44 FT/196 FT 6 IN X 321 FT/175 FT 5 IN
SURVEY 3102 ADDN.
BLOCK 80 LOTS 11, S-12 34 THRU 40 + S-33
PT VAC ALLEYS & STS

3251-00-0030
8624 S. BROADWAY STREET

See attached Exhibits B, C & D



ORDINANCE #66128
Board Bill No. 307

An ordinance approving a Redevelopment Plan for the 5601-03 S. Broadway Street Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated October 28, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the city to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 5601-03 S. Broadway Street Area, "dated October 28, 2003, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of this Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as 5601-03 S. Broadway Street Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 28, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied. If it should become occupied all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area of any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth there in and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the city, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 2000, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created:

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification, which will substantially change the Plan, must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**5601-03 S. Broadway Street AREA
LEGAL DESCRIPTION**

C.B. 2861 BROADWAY
50 FT 5 IN X 95 FT
FASNS ADDN
LOT 13-14 N-15

2861-00-0060
5601-03 S. Broadway St.

EXHIBIT "B"
Form: 10/02/03

BLIGHTING STUDY AND PLAN
FOR THE
5601-03 S. BROADWAY STREET AREA
PROJECT #9618
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
OCTOBER 28, 2003

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
5601-03 S. Broadway St. AREA**

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EXHIBITS

"A"	LEGAL DESCRIPTION
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"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON- DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 5601-03 S. Broadway St. Area ("Area") encompasses approximately 0.11 acres in Carondelet Neighborhood of the City of St. Louis ("City") and is located on the west side of S. Broadway St. with Bellerive Blvd. to the south and Bates St. to the north.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 2861. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 10.5 % unemployment rate for the City as of July, 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied mixed use building.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential and commercial purposes.

Residential density for the surrounding neighborhoods is approximately 10.70 persons per acre.

5. CURRENT ZONING

The Area is zoned "B" Two-Family Dwelling District, pursuant to the Zoning Code of the City, which is

incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive commercial and residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial uses permitted in Areas designated "F" Neighborhood Commercial District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

pawn shops, adult bookstores, x-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), storefront churches, pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area should be changed to "F" Neighborhood Commercial District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 2 to 4 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or

ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed so it is an attractive commercial/residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

Rehabilitation shall respect the original exterior and the exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, material, set back, profile and site layout.

c. **Landscaping**

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor windowsill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon

the use, location or siting of the structure.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with

all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification, which will substantially change this Plan, shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

5601-03 S. Broadway Street AREA LEGAL DESCRIPTION

C.B. 2861 BROADWAY
50 FT 5 IN X 95 FT
FASNS ADDN
LOT 13-14 N-15

2861-00-0060
5601-03 S. Broadway St.

See attached Exhibits B, C & D

EXHIBIT "E" FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

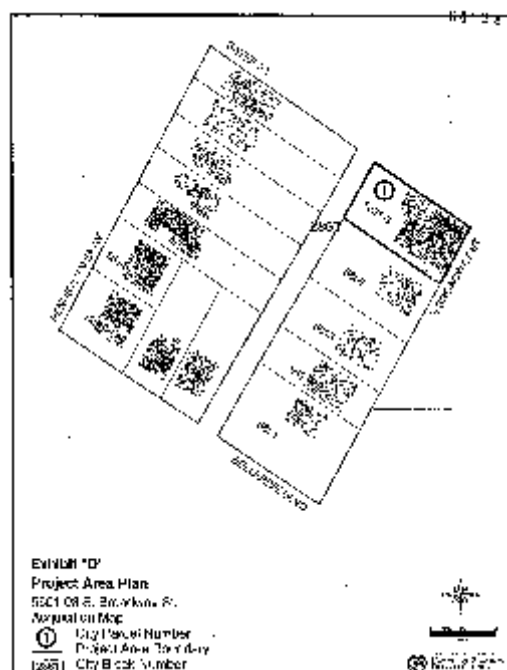
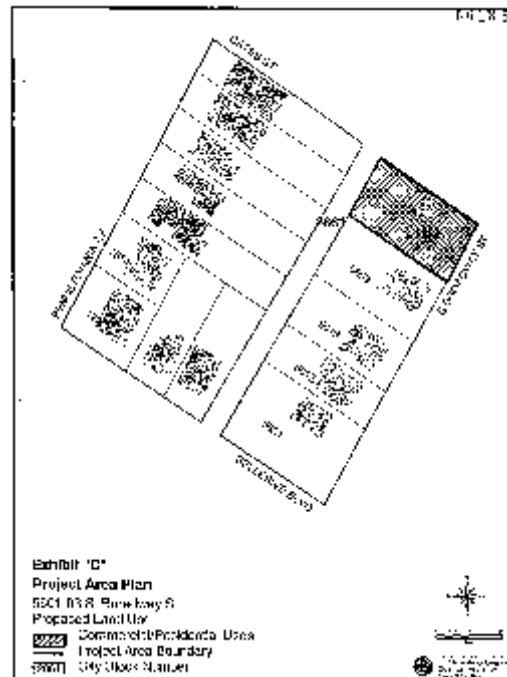
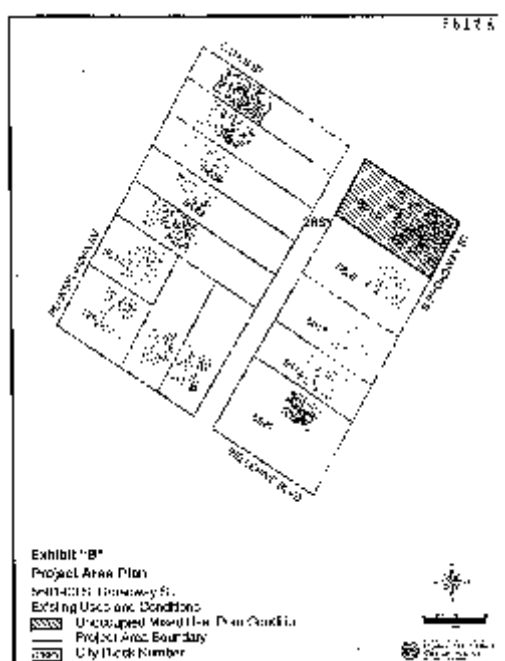
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: December 23, 2003

ORDINANCE NO. 66128 - EXHIBITS B, C & D



ORDINANCE #66129
Board Bill No. 309
Committee Substitute

An ordinance approving a redevelopment plan for the Salisbury St./N. 11th St./N. Florissant Ave. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute") being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Blighting Study and Plan dated October 28, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is partially occupied and the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available fifteen (15) year real estate tax abatement; and pledging cooperation of the St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the redevelopment of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board, titled "Blighting Study and Plan for Salisbury St./N. 11th St./N. Florissant Ave. Redevelopment Area," dated October 28, 2003; consisting of a Title Page, a Table of Contents Page, and seventeen (17) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the Salisbury St./N. 11th St./N. Florissant Ave. Area ("Area").

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 28, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain or otherwise.

SECTION NINE. The property within the Area is currently partially occupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.

- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women contractors, subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to fifteen (15) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said fifteen (15) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond fifteen (15) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot

be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**SALISBURY ST./N. 11TH ST./N. FLORISSANT AVE. AREA
LEGAL DESCRIPTION**

Portions of blocks 1163, 1166, 1167, 1174, 1179, 1186, 1187, 1190 and 1191 in the City of St. Louis, more specifically described as follows:

Beginning at the point of intersection of the west line of N. 11th St. (50 feet wide) and the north line of Mallinckrodt St. (60 feet wide); thence westwardly along said north line of Mallinckrodt St. to its point of intersection with the east line of property known and numbered 1115 Mallinckrodt St. now, or formerly, owned by Michael and Judy Woodson (parcel #119100101); thence northwardly along said east property line to its point of intersection with the north line of said property; thence westwardly along said north property line and the north property line of parcel #119100125 also owned by Michael and Judy Woodson known and numbered 3600-10 N. 14th St. and its westward prolongation across N. 14th St. to its point of intersection with the west line of N. 14th St. (60 feet wide); thence northwardly along said west street line to its point of intersection with the south line of a 20 feet wide east-west alley in City Block 1186; thence westwardly along said south alley line and its westward prolongation to its point of intersection with the west line of Blair Ave. (60 feet wide); thence southwardly along said west line of Blair Ave. to its point of intersection with the south line of property now, or formerly, owned by Raymond L. and Kyong A. Spink known and numbered 3616 N. Blair Ave. (parcel #117900140); thence westwardly along said south property line and its westward prolongation to its point of intersection with the west line of a 15 foot wide north-south alley in City Block 1179; thence northwardly along said west alley line to its point of intersection with the south line of a 20 feet wide east-west alley in City Block 1179; thence westwardly along said south line of said alley and its westward prolongation to its point of intersection with the west line of N. 19th St. (60 feet wide); thence southwardly along said west line of N. 19th St. to its point of intersection with the south line of property known and numbered 3613 N. 19th St. now, or formerly, owned by David Brown (Parcel #117400090); thence westwardly along said south property line and its westward prolongation to its point of intersection with the west line of a north-south 15 foot wide alley in City Block 1174; thence northwardly along said west alley line to its point of intersection with the south line of Salisbury St. (60 feet wide); thence westwardly along said south line of Salisbury St. to its point of intersection with the east line of N. 20th St. (60 feet wide); thence southwardly along said east line of N. 20th St. to its point of intersection with the eastward prolongation of the south line of a 20 foot wide east-west alley in City Block 1167; thence westwardly along said eastward prolongation, said south line of said east-west alley and its westward prolongation to its point of intersection with the west line of N. 21st St. (60 feet wide); thence northwardly along said west line of N. 21st St. to its point of intersection with the south line of Salisbury St.; thence westwardly along said south line of Salisbury St. to its point intersection with the east line of N. Florissant Ave. (60 feet wide); thence northwardly along said east line of N. Florissant Ave. to its point of intersection with the north line of a 15 foot wide east-west alley in City Block 1163; thence eastwardly along said north alley line, its eastward prolongation across N. 21st St., the north line of the 15 foot wide east-west alley in City Block 1166 and its eastward prolongation to its point of intersection with the east line of N. 20th St.; thence southwardly along said east line of N. 20th St. to its point of intersection with the north line of Salisbury St.; thence eastwardly along said north line of Salisbury St. to its point of intersection with the west line of Blair Ave.; thence northwardly along said west line of Blair Ave. to its point of intersection with the westward prolongation of the north line of a 20 foot wide east-west alley in City Block 1187; thence eastwardly along said westward prolongation and said north alley line to its point of intersection with the west line of N. 14th St.; thence southwardly along said west line of N. 14th St. to its point of intersection with the westward prolongation of the south line of property in City Block 1190 now, or formerly, owned by the St. Louis Board of Education known and numbered 3721 N. 11th St. (Parcel #119000040); thence eastwardly along said south property line to its point of intersection with the west line of N. 11th St.; thence southwardly along said west line of N. 11th St. across all intersection streets to its point of intersection with the north line of Mallinckrodt St., the point of beginning.

**EXHIBIT "B"
Form: 10/16/03**

BLIGHTING STUDY AND PLAN
FOR THE
SALISBURY ST./N. 11TH ST./N. FLORISSANT AVE. AREA
PROJECT #9603
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
October 28, 2003

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
SALISBURY ST./N. 11TH ST./N. FLORISSANT AVE. AREA

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EXHIBITS

"A"	LEGAL DESCRIPTION
"B"	PROJECT AREA PLAN
"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON- DISCRIMINATION GUIDELINES
"F"	HYDE PARK CULTURAL DISTRICT VISION

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Salisbury St./N. 11th St./N. Florissant Ave. Area ("Area") encompasses approximately 11.1 acres in the Hyde Park neighborhood of the City of St. Louis ("City") and is located on both sides of Salisbury St. bounded on the east by N. 11th St./I-70 and on the west by N. Florissant Ave.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises portions of City Blocks 1163, 1166, 1167, 1174, 1179, 1186, 1187, 1190 and 1191 and includes the following addresses: 1100-1912, 2000-30, 1101-1437 and 2001-2129 Salisbury St., 3601-3715 N. 11th St., 3612-3717 & 3619-3715 N. 14th St., 3618-3716 & 3615-35 Blair Ave., 3616-30 & 3613-29 N. 19th St., 3613-3713 N. 20th St., 3610-3712 & 3701-13 N. 21st St. and 3700-10 N. Florissant Ave. The Area is in fair to poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 10.5% unemployment rate for the City as of July, 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently approximately 60 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include commercial and residential properties plus vacant lots.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 10.27 persons per acre.

5. CURRENT ZONING

The Area is zoned "B" Two-Family Dwelling, "C" Multi-Family Dwelling and "F" Neighborhood Commercial District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is vacant lots and partially occupied structures and in fair to poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive commercial/entertainment uses with possible residential uses above the first floor. The general vision for the Area is outlined in Exhibit "F."

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial/entertainment and residential uses permitted in Areas designated "G" Local Commercial and Office District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

pawn shops, adult bookstores, X-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), storefront churches, pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check

cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or gasoline stations.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area should be changes to "F" Neighborhood Commercial or "G" Local Commercial & Office District. The Area is also in the Hyde Park Historic District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 60 to 100 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

Restore the existing facades and storefront buildings to the extent feasible and augment with new compatible infill structures designed to accommodate entertainment uses.

b. **Urban Design Regulations**

Existing structures to be rehabilitated shall be designed to enhance the original facades and storefront designs, adapting the buildings to new entertainment related businesses. New structures shall be compatible with the existing buildings to remain.

c. **Landscaping**

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

All permanent at-grade parking areas shall be screened on street-facing sides with a decorative wall and/or fence of masonry, cast metal, wrought iron, or a combination thereof, with eight foot masonry piers capped with appropriate stone material located at gates, corners and every twenty-five (25) feet along the perimeter. All such cast metal or wrought iron fencing must be planted with a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and which is maintained at a minimum height of three and one-half (3-1/2) feet at maturity. Parking, where feasible, shall be off the alleys or north-south streets rather than fronting on Salisbury St.

If parking lots exceed twenty-five (25) spaces, three percent (3%) of the interior of the parking lots shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. These trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low-lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

Projecting and blade signs shall be permitted. Blade signs shall not be above the second floor window level. Projecting signs shall require a special design review by LCRA staff. They shall not be lit box type.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures

for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) year(s) of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire any property in the Area by the exercise of eminent domain or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently partially occupied. All eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to fifteen (15) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the

assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said fifteen (15) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond fifteen (15) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term

then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**SALISBURY ST./N. 11TH ST./N. FLORISSANT AVE. AREA
LEGAL DESCRIPTION**

Portions of blocks 1163, 1166, 1167, 1174, 1179, 1186, 1187, 1190 and 1191 in the City of St. Louis, more specifically described as follows:

Beginning at the point of intersection of the west line of N. 11th St. (50 feet wide) and the north line of Mallinckrodt St. (60 feet wide); thence westwardly along said north line of Mallinckrodt St. to its point of intersection with the east line of property known and numbered 1115 Mallinckrodt St. now, or formerly, owned by Michael and Judy Woodson (parcel #119100101); thence northwardly along said east property line to its point of intersection with the north line of said property; thence westwardly along said north property line and the north property line of parcel #119100125 also owned by Michael and Judy Woodson known and numbered 3600-10 N. 14th St. and its westward prolongation across N. 14th St. to its point of intersection with the west line of N. 14th St. (60 feet wide); thence northwardly along said west street line to its point of intersection with the south line of a 20 feet wide east-west alley in City Block 1186; thence westwardly along said south alley line and its westward prolongation to its point of intersection with the west line of Blair Ave. (60 feet wide); thence southwardly along said west line of Blair Ave. to its point of intersection with the south line of property now, or formerly, owned by Raymond L. and Kyong A. Spink known and numbered 3616 N. Blair Ave. (parcel #117900140); thence westwardly along said south property line and its westward prolongation to its point of intersection with the west line of a 15 foot wide north-south alley in City Block 1179; thence northwardly along said west alley line to its point of intersection with the south line of a 20 feet wide east-west alley in City Block 1179; thence westwardly along said south line of said alley and its westward prolongation to its point of intersection with the west line of N. 19th St. (60 feet wide); thence southwardly along said west line of N. 19th St. to its point of intersection with the south line of property known and numbered 3613 N. 19th St. now, or formerly, owned by David Brown (Parcel #117400090); thence westwardly along said south property line and its westward prolongation to its point of intersection with the west line of a north-south 15 foot wide alley in City Block 1174; thence northwardly along said west alley line to its point of intersection with the south line of Salisbury St. (60 feet wide); thence westwardly along said south line of Salisbury St. to its point of intersection with the east line of N. 20th St. (60 feet wide); thence southwardly along said east line of N. 20th St. to its point of intersection with the eastward prolongation of the south line of a 20 foot wide east-west alley in City Block 1167; thence westwardly along said eastward prolongation, said south line of said east-west alley and its westward prolongation to its point of intersection with the west line of N. 21st St. (60 feet wide); thence northwardly along said west line of N. 21st St. to its point of intersection with the south line of Salisbury St.; thence westwardly along said south line of Salisbury St. to its point of intersection with the east line of N. Florissant Ave. (60 feet wide); thence northwardly along said east line of N. Florissant Ave. to its point of intersection with the north line of a 15 foot wide east-west alley in City Block 1163; thence eastwardly along said north alley line, its eastward prolongation across N. 21st St., the north line of the 15 foot wide east-west alley in City Block 1166 and its eastward prolongation to its point of intersection with the east line of N. 20th St.; thence southwardly along said east line of N. 20th St. to its point of intersection with the north line of Salisbury St.; thence eastwardly along said north line of Salisbury St. to its point of intersection with the west line of Blair Ave.; thence northwardly along said west line of Blair Ave. to its point of intersection with the westward prolongation of the north line of a 20 foot wide east-west alley in City Block 1187; thence eastwardly along said westward prolongation and said north alley line to its point of intersection with the west line of N. 14th St.; thence southwardly along said west line of N. 14th St. to its point of intersection with the westward prolongation of the south line of property in City Block 1190 now, or formerly, owned by the St. Louis Board of Education known and numbered 3721 N. 11th St. (Parcel #1190000040); thence eastwardly along said south property line to its point of intersection with the west line of N. 11th St.; thence southwardly along said west line of N. 11th St. across all intersection streets to its point of intersection with the north line of Mallinckrodt St., the point of beginning.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors

and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

HYDE PARK CULTURAL DISTRICT VISION

The Hyde Park Historic District is rich in early St. Louis history. Hyde Park was once a shopping Mecca of the region. It boasts of having sufficient shops and businesses that the residents seldom had to leave the area to purchase the goods and services they needed and or wanted.

Bakeries, grocery stores, fruit and vegetable stands, laundries, lumber mills, buggy and carriage shops, Krey Meat processing plant and numerous other businesses made Hyde Park "the place to be."

Today many of these types of businesses have disappeared from the neighborhood and different attractions are now necessary to bring people into the area. Once the cultural amenities attract people into the neighborhood, it is hoped that the great and diverse types of existing homes available for rehabilitation will be of interest and may attract people to want to live in the area.

The Cultural District along the Salisbury Strip is the magnet that should draw hundreds of people into the area.

Among potential attractions will be the Bremen Theater, Blues Club, a Jazz Club, a Comedy Club, the water tower museum and a Country & Western Club.

These attractions are expected to regularly bring hundreds of people into the Hyde Park Neighborhood. The Salisbury Strip could become a combination of the Soulard business district, the Central West End and the Delmar Loop business district.

Sidewalk cafes and shops featuring goods and services could line Salisbury from I-70 to N. Florissant and beyond. The sidewalks could be widened and raised with a railing to protect the diners and pedestrians eating or walking along the Strip from traffic.

The old Cortes hardware store on Salisbury between 11th St. and 14th St. could be the Country & Western club with three (3) patios for outside dining. The upper patio could be so constructed that diners can be seen from the highway and vice versa.

The interior could be configured so that the first floor would be the dance floor, band stand/stage. The second floor could be a mezzanine with tables where dinner guests would be served while watching the dancers and the performers below.

The building just west of the AMOCO station at 1108 N. 11th St. could be a restaurant like St. Louis Bread Company with sidewalk as well as inside seating. The building on the southeast corner of 14th and Salisbury could be a fancy chocolate, bead and card shop.

The Murphy's Bar & Grill (1403-05 Salisbury) could stay as it is (an old fashioned turn of the century tavern and beer garden). The abandoned book repository at 1100 Farrar could be a restaurant where breakfast will be served to attract motorists traveling I-70 to the Salisbury Strip (perhaps similar to a I-Hop or an Uncle Bill's Pancake House).

1407 Rear Salisbury could be a chicken wing specialty house restaurant (sit down or drive thru). Every conceivable style of chicken wings or wingets could be served here.

1423 Salisbury could be the Weiner House where all styles of hot dogs, polish sausage, bratwurst, etc. would be available. From New York, Chicago red hots to San Francisco's best could be ordered here. A glass atrium could be erected on the side of the building to afford indoor dining during inclement weather or for customers that prefer not to use the upstairs deck, patio or outside dining area.

1415-17 Salisbury could be a Jazz Club with a juice and espresso coffee shop in one of the store fronts. Another could serve sub sandwiches.

The patio area could boast of a strong New Orleans flavor. There could be an outside bar and a large bandstand or stage on top where

the musicians would perform. During the winter months and inclement weather the entertainment would be moved inside.

There could be seven (7) apartments connected to the Jazz Club which could be used as a bed & breakfast or lodging for the musicians that perform along the Salisbury Strip. There is ample space on either side for off street parking.

1435 Salisbury could be the "The Outhouse Blues Club," so renamed because the only three story outhouse in the world is connected to this structure.

In the 1500 block of Salisbury St. across from Hyde Park can be shops and restaurants with outdoor/sidewalk seating plus lofts or apartments on the upper floors.

At 1930 Salisbury (the old Turnverein Hall) should be a Comedy Club. The second floor ballroom or auditorium is large enough to seat 1500 people. There could be a restaurant similar to Red Lobster or Apple Bee's on the first floor. There could also be a full scale health spa with Jacuzzis and a jogging track.

There are racquet ball and hand ball courts inside that could be refurbished. There is a full sized bowling alley in the basement that could be made operational.

There is a full size gymnasium at the Mallinckrodt St. side of the Turnverein Hall which can be restored.

Just north of Salisbury at 1925 Bremen there is an old theater that can be rehabbed to be a weekend movie house and a place where organizations like COCA and the Black Rep can put on productions.

The building just east of the Bremen Theater (1923 Bremen) can serve as the V.I.P. reception hall and the space between this house and the theater can be developed as a outdoor patio, where patrons may sit, have a drink, or eat during intermissions or before performances depending upon the occasion.

The four family flat north of the theater can be the rehearsal hall and sound proof reading rooms.

From 2000 Salisbury to N. Florissant there can be coffee shops, stores where people can purchase goods and services and other restaurants (entertainment optional).

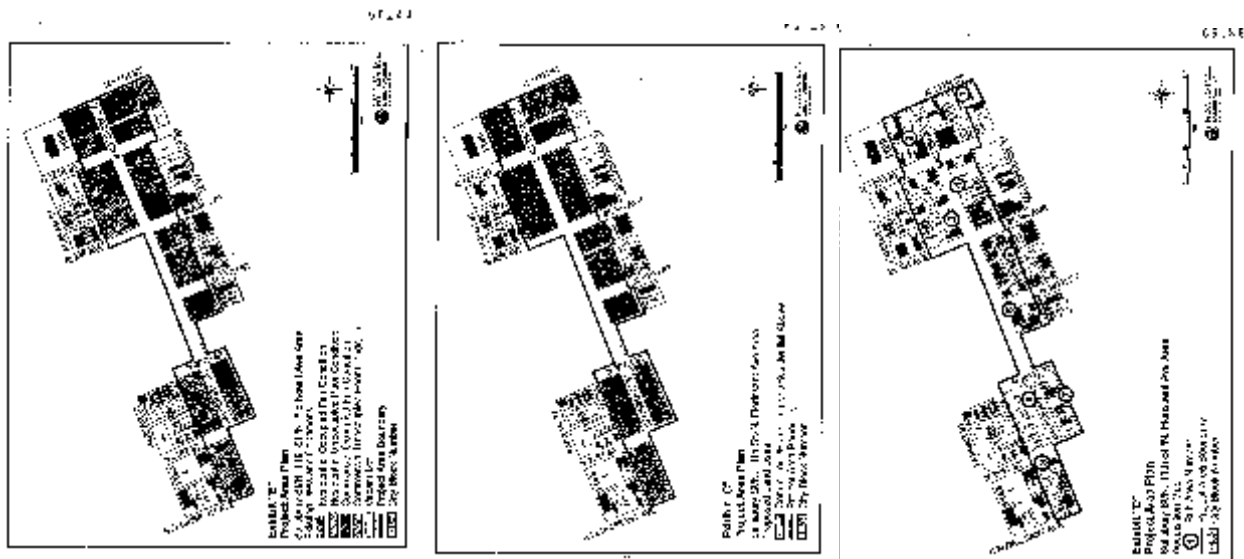
At N. Florissant and Salisbury, the picturesque abandoned, dilapidated, historic Bethlehem Lutheran Church be rehabbed to become the north city counterpart of the Sheldon Memorial Concert Hall where cultural events, concerts and plays can take place.

Hopefully, the market and 100 plus new homes that can be built within the next two years will drive what happens in the blocks from N. Florissant to Natural Bridge.

Beautiful entry gates and appropriate sculptures could one day be at either end of Salisbury, the North South Distributor of our city denoting its contribution to the rebirth of the Hyde Park Neighborhood and also as a part of Historic Route 66.

Approved: December 23, 2003

ORDINANCE NO. 66129 - EXHIBITS B, C & D



ORDINANCE #66130
Board Bill No. 291

An Ordinance pertaining to the East Loop Parkview Gardens Business District, a special business district, established pursuant to the provisions of Sections 71.790 – 71.808 R.S.Mo; amending Section Two of Ordinance 65730 by substituting the License Collector for the Collector of Revenue as the person responsible for the collection of the additional business license tax authorized by the voters of the district at an election held on April 1, 2003 and emergency clauses.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Section Two of Ordinance 65730 is hereby amended to read as follows:

SECTION TWO. Business License Taxes for the District shall be assessed and collected as follows:

A. For the purpose of paying for costs and expenses incurred in the establishment and operation of the District, the provision of services and facilities and improvements authorized in Ordinance 63634, and incidental to the leasing, construction, acquisition and maintenance of any improvements authorized herein or for paying principal and interest on bonds or notes authorized for the construction or acquisition of any said improvement, there may be imposed an additional tax upon all business licenses within the District which shall not exceed fifty percent (50%) of the business license tax assessed.

B. The tax provided for by this ordinance shall be collected by the License Collector and held in a special account to be used only for all purposes authorized hereunder, as provided by law.

C. If the District for any reason is dissolved, all delinquent taxes collected after the date of dissolution shall be credited and forwarded to the general fund of the City of St. Louis after all debts of the District, if any, are discharged.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the Mayor.

Approved: December 23, 2003

ORDINANCE #66131
Board Bill No. 300

An ordinance, recommended and approved by the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller in accepting and executing on behalf of the City of St. Louis a certain grant agreement (the "Grant Agreement") offered by the United States of America, acting through the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control, the Grant Agreement being offered pursuant to a Federal Fiscal Year 2003 Notice of Funding Availability (the "NOFA") for the Lead Hazard Reduction Demonstration Grant Program (the "LHRD Grant Program") for a maximum federal obligation of Two Million Six Hundred Thousand Dollars (\$2,600,000); appropriating the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000) which will be made available pursuant to the Grant Agreement for expenditure for the purposes outlined herein; authorizing and directing the Director of Community Development Administration ("CDA"), the Building Commissioner and the Director of Health and Hospitals to contract with municipal agencies and departments, non-profit corporations and other entities, as necessary, for the expenditure of the LHRD Grant Program Funds; authorizing and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, the City of St. Louis has been awarded Lead Hazard Reduction Demonstration Grant MOLHD0007-03 ("LHRD Grant") from the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control under the Federal Fiscal Year 2003 Notice of Funding Availability; and

WHEREAS, the LHRD Grant will make available to the City the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000) for lead-based paint hazard control in privately owned housing; and

WHEREAS, the City has identified grant-related needs, and

WHEREAS, the Board of Aldermen wishes to appropriate the LHRD Grant funds for these needs and authorize the expenditure of the grant funds for grant-related purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. The actions of the Mayor and the Comptroller in accepting and executing on behalf of the City of St. Louis a certain grant agreement (the "Grant Agreement"), attached hereto as Exhibit A and incorporated herein by this reference, offered by the United States of America, acting through the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control, the Grant Agreement being offered pursuant to a Federal Fiscal Year 2003 Notice of Funding Availability (the "NOFA") for the Lead Hazard Reduction Demonstration Grant Program (the "LHRD Grant Program") for a maximum federal obligation of Two Million Six Hundred Thousand Dollars (\$2,600,000) for the purposes described in Exhibit B, attached hereto and incorporated herein by this reference, are hereby ratified.

Section Two. All terms, conditions, statements, warranties, representations, covenants, agreements and assurances contained in the application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

Section Three. There is hereby appropriated the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000) for the purposes and in the amounts set forth in Exhibit B attached hereto.

Section Four. The Director of Community Development Administration, the Building Commissioner and the Director of Health and Hospitals are hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out the LHRD Grant Program and to expend said LHRD Grant funds in the amounts and for the purposes specified in Exhibit B attached hereto, and the Comptroller is hereby authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Five. This being an ordinance necessary for the immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist within the meaning of Sections 19 and 20, Article IV, of the Charter and this ordinance shall in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A
Grant Agreement

[To be inserted]

EXHIBIT B
Summary of the Federal FY 2003
Lead Hazard Reduction Demonstration Grant Program

[To be inserted]

EXHIBIT 1
Grant Agreement

[To be inserted]

EXHIBIT 2
City of St. Louis, Missouri
FY 2003 Lead Hazard Reduction Demonstration Grant Program
MOLHD0007-03
Work Plan - December 5, 2003
(Work Plan 2003 LHRD as submitted 12-5-03.doc)

General Program Description: Lead Hazard Reduction Demonstration Grant Agreement MOLHD0007-03 ("LHRD Grant" or "Grant Agreement") between the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control ("HUD") and the City of St. Louis ("City") was executed on September 29, 2003.

The Program will assist with funding a portion of Mayor Francis G. Slay's new Lead Safe St. Louis Initiative: *A Comprehensive Action Plan for the Eradication of Childhood Lead Poisoning in St. Louis by 2010*, dated November 21, 2003 (attached); and build upon the City's previous Lead Prevention Initiative began under the \$2.9 million FY 1998 HUD Lead Hazard Control Grant MOLHC0095-98 and Mayor's Executive Order # 30, dated May 19, 1999, which continues under the \$3 Million FY 2001 Lead Based Paint Hazard Control Grant MOLHB0184-01 ("LHC Grant").

The LHRD Grant period is 42 months, beginning October 1, 2003 and ending March 31, 2007. The total Program budget of over \$3.4 million (\$2.6 million in LHRD Grant Funds and \$853,395 in City matching funds) will remediate a minimum of 250 housing units, along with providing funds for: resident relocation assistance; one compliance officer in the Missouri Department of Health and Senior Services Lead Licensing Program to serve exclusively in the City of St. Louis; additional building inspectors and administrative staff for the Mayor's new Lead Safe St. Louis Initiative; and technical assistance and program evaluation provided by the Coalition to End Childhood Lead Poisoning.

A. Management Plan: The Mayor's new Lead Safe St. Louis Initiative requires a major reorganization of City lead poisoning prevention efforts. A new Lead Safe St. Louis Coordinator ("Lead Coordinator" or Health Services Manager II) will be hired by the City's Director of Public Safety. The Lead Coordinator will be directly accountable to the Mayor and report to the City's Director of Operations. He or she will have the authority to manage and supervise staff from various City agencies involved with lead poisoning prevention, i.e., the Department of Health ("DOH"), the Department of Public Safety Building Division and the Community Development Administration ("CDA"), and to hold such staff accountable for performance.

While CDA will remain responsible for both LHC and LHRD Grant administration and reporting, most DOH inspectors and all remediation workers will be consolidated in the Building Division. A CDA subcontract with the State of Missouri Department of

Health and Senior Services Lead Licensing Program will fund one new compliance officer to serve exclusively in the City of St. Louis. (Currently, the Department has only one such officer to serve the entire state of Missouri.) Another CDA Subcontract will provide for the administration of \$100,000 of LHRD Grant funds for relocation by DOH, complementing DOH's responsibilities under the ongoing LHC Grant. A Building Division subcontract with the Coalition to End Childhood Lead Poisoning will provide technical assistance and program evaluation. Five new Building Inspectors II will be hired to help carry out the Building Division's expanded function of contracting out lead hazard control work for owner-occupied housing units, providing inspection and clearance services for the proposed rental unit grant program, expanding the scope of Housing Conservation District inspections, performing other proposed pre-occupancy rental unit inspections, and performing proposed new targeted inspections of certain neighborhoods and/or population groups (e.g., units housing pregnant women). Two Community Development Specialists I will be hired to qualify grant applicants and perform other LHRD Grant related approval, accounting and reporting responsibilities. These CD Specialists will be at least initially assigned to CDA. It is anticipated, however, that after the Lead Coordinator's appointment and review of the new Lead Safe St. Louis Initiative, this function and these positions will be reassigned to another City agency; and if, once the Program is underway, it is determined that the amount of time required to perform these functions is less than the full-time of said two employees, a budget revision may be submitted to allocate a portion of such personnel costs to other Program activities.

Program administrative procedures are under review. However, we will continue to operate under our current Programmatic Agreement (by and among the City, the City of St. Louis Land Reutilization Authority, the Missouri State Historic Preservation Office, HUD, and the Advisory Council on Historic Preservation) for Section 106 compliance and historic preservation review to the extent necessitated by LHRD Grant funded activities. The on-line State of Missouri list of Certified Licensed Lead Abatement Contractors for the St. Louis area will continue to be utilized, and we will continue to reach out to interested parties to encourage more companies to become certified and increase the local contractor pool.

Our Environmental Review is complete and the Notice of Finding of No Significant Effect on the Environment and Notice of Public Intent to Request Release of Funds was published in the *St. Louis Post-Dispatch* on November 8, 2003 and the *St. Louis American* on November 13, 2003. The required comment period passed with no comments. We submitted our Release of Funds Request (HUD Form 7015.15) on November 25, 2003, to Ms. Karen Choi, Environmental Clearance Officer, HUD OHHLHC, in Los Angeles, California.

At the Mayor's request, the Honorable Gregory Carter, 27th Ward Alderman and Chair of the Aldermanic Health & Human Services Committee, introduced Board Bill No. 300, ratifying the Grant Agreement and appropriating the grant funds, to the St. Louis Board of Aldermen on November 7, 2003. Upon approval of this Work Plan by HUD, and after the Aldermen's holiday recess, we anticipate that the Board of Aldermen will finally adopt the bill and the Mayor will approve this ordinance no later than February 13, 2004.

The City's Board of Estimate and Apportionment on November 19, 2003, approved the Building Division Subcontract with the Coalition to End Childhood Lead Poisoning to be funded by matching City of St. Louis Lead Remediation Fund revenues. Work programs for CDA and the Building Division and the CDA Subcontract with DOH must be drafted; the Subcontract with the Missouri Department of Health and Senior Services Lead Licensing Program must be completed; and all said pending work programs and Subcontracts must be approved by the Board of Estimate & Apportionment and executed by all required parties. We anticipate that these tasks will all be completed by February 27, 2004, following the adoption of Board Bill No. 300 by the Board of Aldermen.

Program administration activities will be ongoing throughout the grant period. Primary responsibility for program administration rests with Mr. William J. Rataj, CDA Director of Housing Programs, with the assistance of CDA management and administrative staff.

Program Staff - Three Key Personnel

Program Director & Manager - William J. Rataj, CDA (FTE 15%; resume attached)
Lead Safe St. Louis Coordinator - Vacant, Department of Public Safety (FTE 100%)
Building Division Lead Program Supervisor - Gerard J. Wessels (FTE 100%; resume attached)

Coordination with ongoing LHC Grant

No obstacles exist to the implementation of the LHRD Grant (performance period: October 1, 2003 to March 31, 2007) while concurrently operating at full capacity the ongoing LHC Grant (performance period: August 1, 2002 to January 31, 2005).

The ongoing LHC Grant requires the City to remediate and clear 400 housing units. At the end of the first four LHC reporting quarters (September 30, 2003) 275 units met clearance. The milestone for measuring performance against this Work Plan for the LHRD Grant does not begin until April 2004. By that date, we fully anticipate that the LHC Grant requirement to clear 400 units will have been met. However, the completion of other requirements of the current LHC Grant may continue. These include components that we believe will complement the implementation of the LHRD Grant.

The Building Division has already completed and cleared 107 housing units as of September 30, 2003, more than double the amount of its incremental requirement of 50 units during the entire LHC Grant term. As of January 1, 2004, we plan to credit all units completed and cleared by Building Division contractors toward the 150 owner-occupied unit minimum required by the LHRD Grant. All units completed and cleared by Building Division in-house personnel will continue to be credited to the ongoing LHC Grant.

Once the proposed rental unit grant program is developed and implemented, all rental units completed and cleared will be credited toward meeting our minimum 100 rental unit LHRD requirement.

B. Funding Flow: The Building Division will provide direct technical and financial assistance without charge to qualified owner-occupied property owners. For this component of the Program, all lead hazard control work will be completed by pre-qualified State of Missouri Certified Licensed Lead Abatement Contractors under contract with the Building Division.

The funding flow for the proposed rental unit grant program will be determined as the program is developed and implemented. It is currently contemplated that qualified participating owners of rental units will be awarded a grant of up to \$3500 per unit to defray a portion of their lead hazard control costs after their agreed upon units have passed clearance.

C. Lead Agency, Subgrantee and Subcontractors:

1. Lead Agency. The Community Development Administration ("CDA") is the City's lead agency for the Program. In addition to overall grant administration, CDA initially will provide staff, funded by the LHRD Grant, to qualify grant applicants and perform other LHRD Grant functions such as grant related approval, accounting and reporting responsibilities. These functions will include, but not be limited to, the implementation and administration of the proposed rental unit grant program that will assist in the remediation of a minimum of 100 rental housing units. Two new Community Development Specialists I, funded by the LHRD Grant, will be at least initially assigned to CDA. It is anticipated, however, that after the Lead Coordinator's appointment and review of the new Lead Safe St. Louis Initiative, the two new CD Specialist positions and all said CDA functions, except overall grant administration, will be reassigned to another City agency; and if, once the Program is underway, it is determined that the amount of time required to perform these functions is less than the full-time of said two employees, a budget revision may be submitted to allocate a portion of such personnel costs to other Program activities.

2. Role of Subgrantee. The City's Department of Public Safety Building Division will contract with pre-qualified State of Missouri Certified Licensed Lead Abatement Contractors to perform lead hazard controls on a minimum of 150 qualified owner-occupied housing units. Additionally, the Building Division (utilizing the five new Building Inspectors II funded by the LHRD Grant and under the supervision of the Lead Coordinator) will expand its function of in-house risk assessment work for owner-occupied housing units, provide inspection and clearance services for the proposed rental unit grant program, expand the scope of Housing Conservation District inspections, perform other proposed pre-occupancy rental unit inspections, and perform proposed new targeted inspections of certain neighborhoods and/or population groups (e.g., units housing pregnant women).

3. Role of Subcontractors. The City's Department of Health ("DOH"), under the supervision of the Lead Coordinator, will serve as the coordinator for temporary resident relocation due to lead hazard control activities and permanent relocation of residents when deemed appropriate because the costs of needed lead hazard controls and/or concomitant home repairs exceed the scope of known programs and the residents' personal resources. Additionally, although not an explicit part of the LHRD Grant Program, DOH will provide case management and parent counseling for unit residents participating in the Lead Safe St. Louis Initiative, and will provide final clearance testing for some, or all, housing units remediated under the Initiative.

The State of Missouri Department of Health and Senior Services Lead Licensing Program will hire one new compliance officer, funded by the LHRD Grant, to serve exclusively in the City of St. Louis. (Currently, the Department has only one such officer to serve the entire state of Missouri. We continue to experience problems with some trained and state licensed lead abatement contractors failing to use lead-safe work practices and leaving job sites in worse condition than when they started the job.)

The Coalition to End Childhood Lead Poisoning will provide technical assistance and program evaluation for both the LHRD Grant Program and the Mayor's comprehensive Lead Safe St. Louis Initiative.

D. Selection of Properties: All housing units approved for participation in the Program will meet the requirements established by the Grant Agreement, statute, NOFA and other administrative guidance issued by HUD.

Owner-occupied properties will be primarily identified and prioritized by the DOH's Childhood Lead Poisoning Prevention Program and other lead surveillance activities, under the supervision of the Lead Coordinator, and prioritized under the guidelines of the Mayor's *Comprehensive Action Plan for the Eradication of Childhood Lead Poisoning in St. Louis by 2010*.

Criteria for the selection of rental units to be included in the proposed rental unit grant program will be determined by the Lead Coordinator as part of the development and implementation of this major new initiative.

E. Health Screening: Although not an explicit component of the Program, blood lead level screening will be provided and/or monitored primarily by DOH's Childhood Lead Poisoning Prevention Program. It is anticipated that recently effective Missouri law (Sections 701.340 to 701.349, RSMo) mandating blood lead level testing by every health care facility serving children less than six years of age will greatly increase the identification of lead poisoned children.

F. Education Plan: There is no explicit education component funded by the LHRD Grant Program. However, existing public education efforts will continue and be expanded under the Mayor's Comprehensive Action Plan. In particular, occupants of housing units made lead-safe with City assistance will receive education on lead-safe cleaning and maintenance of the home.

G. Relocation Plan: The Mayor's *Comprehensive Action Plan for the Eradication of Childhood Lead Poisoning in St. Louis by 2010* calls for two types of relocation as key intervention components—temporary relocation and permanent relocation. DOH Case Managers will arrange for relocation based on the circumstances described below.

1. Temporary relocation: In situations where the Case Manager and the Building Division deem a property too hazardous

for the family to occupy while City assisted remediation activities occur but agree that a lead safe condition is achievable in a relatively short period of time and at a reasonable cost, the City will arrange for temporary relocation of the occupants. Temporary relocation of such families will occur in compliance with applicable law and HUD Guidelines. When access to bathrooms, the kitchen and sleeping areas can be assured while maintaining the safety of the occupants, residents will not have to be relocated. CDA and DOH are developing an expanded relocation protocol that incorporates a combination of reduced hotel rates, non-profit community housing agencies, rental-housing units "on-call" for temporary occupancy, and financial incentives for families to stay in the lead safe homes of friends and relatives. Currently, a stipend of \$250 is offered to families who self-relocate during lead intervention activities. Please note, however, that the City has been working with the local HUD CPD officer to increase this stipend to \$50 a day for each relocated adult resident. In cases where the City must resort to Court prosecution in an effort to achieve compliance, it is anticipated that the property owner will be required to pay all relocation expenses as civil penalties, including household relocation, security deposit, utility hook-up, and related moving expenses for tenant households relocating from non-compliant properties. In City-assisted cases, DOH may provide temporary relocation at no cost to either the owner or the occupant using LHRD Grant funds. As indicated above, the City is currently pursuing the renting of lead-safe units in existing housing developments for ongoing temporary relocation use. The City may pursue other temporary relocation mechanisms as the Lead Safe St. Louis Initiative is further developed.

2. Permanent relocation: For occupants of property that is deemed too severely deteriorated for lead hazards to be cost-effectively eliminated, the City is currently working with the St. Louis Housing Authority on initiatives giving "preference" for Section 8 Housing Vouchers and lead safe public housing units to households with lead poisoned children and for qualifying pregnant women or families with children under six living in units with known lead hazards such as excessive lead dust levels. In addition, the City's Planning and Urban Design Agency ("PDA") is in the process of developing a "Lead-Safe Housing Registry". Once this Registry is developed, PDA will also be responsible for maintaining it under the direction of the Lead Coordinator. This Registry will offer families choices of residences where their children will not be endangered by lead hazards. Case Managers will also link low-income families with programs available through community and faith-based partners that assist prospective low-income homeowners.

3. Other: As indicated above, the Lead Coordinator will be responsible for identifying and contracting for appropriate relocation resources, and the Case Managers will administer the use of these resources under the direction of the Lead Coordinator. The Lead Coordinator will also investigate contracting with existing transitional housing providers for temporary relocation uses, and will also work to secure other grant funds (HUD, Affordable Housing Trust Fund, and/or other sources) for use in a Relocation Grant Program to provide one-time assistance (security deposit or first month's rental payment) to tenants who are relocating permanently from housing with lead hazards to lead-safe housing. These mechanisms will also be used as relocation resources for households with children or pregnant women where remediation or risk reduction is impractical.

The Lead Coordinator will finalize, within 60 days of his or her appointment, a formal City Relocation Plan, Policies and Procedures guidance document that will conform to applicable laws and HUD Guidelines on the vacation of units and treatment of occupant possessions during lead hazard interventions.

H. Economic Opportunities: While there is no specific economic opportunities component in the LHRD Grant Program, all City agencies will continue to work with other agencies and organizations to implement Title X capacity building activities, including the expansion of the certified lead abatement contractor, supervisor and worker pool, and is currently working with the local painter's union to encourage the formation of new companies with well-trained and state certified personnel that specialize in lead remediation work.

I. Timeframe:

The 42-month period of performance is from October 1, 2003 to March 31, 2007.

J. Schedule of Deliverables:

<u>Activity</u>	<u>Schedule</u>
1. Environmental Review Publication	November 8 to November 13, 2003
2. Release of Funds Request	November 25, 2003
3. Patient blood screening	January 1, 2004 to March 31, 2007
4. Unit inspections (250) and risk assessments (250)	January 1, 2004 to March 31, 2007 (See also the attached Minimum Benchmark Performance Standards)
5. Remediation and clearance of 250 housing units	January 1, 2004 to March 31, 2007 (See also the attached Minimum Benchmark Performance Standards)
6. Adoption of B.B. 300	No later than February 13, 2004
7. Approval and execution of all Work Programs and Subcontracts	No later than February 27, 2004

- | | | |
|-----|--|------------------------------|
| 8. | Appoint Lead Coordinator | No later than March 15, 2004 |
| 9. | Appoint all other staff funded by the LHRD Grant | No later than March 15, 2004 |
| 10. | Completion of formal City Relocation Plan, Policies & Procedures | No later than May 15, 2004 |
| 11. | Adoption of Rental Unit Grant Program | No later than May 15, 2004 |

ATTACHMENT A - Sources of Funds (by Agency)

	LHRD Grant	Building Division Lead Remediation Fund (BD LRF)	TOTALS
Building Division	\$1,485,925	*\$853,395	*\$2,339,320
CDA	** \$1,014,075	\$0	** \$1,014,075
Department of	***\$100,000	\$0	\$100,000
TOTALS	\$2,600,000	\$853,395	\$3,453,395

* Building Division budget includes \$48,500 Subcontract with the Coalition to End Childhood Lead Poisoning.

** CDA budget includes \$202,856 Subcontract with the Missouri Department of Health and Senior Services Lead Licensing Program.

*** These grant funds are to be used for relocation costs administered by DOH under a Subcontract with CDA.

Building Division: Charged with contracting for lead hazard controls in a minimum of 150 owner-occupied housing units, and expanding its function of in-house risk assessment work for owner-occupied housing units, providing inspection and clearance services for the proposed rental unit grant program, expanding the scope of Housing Conservation District inspections, performing other proposed pre-occupancy rental unit inspections, and performing proposed new targeted inspections of certain neighborhoods and/or population groups (e.g., units housing pregnant women).

CDA: Charged with overall LHRD grant administration, initial implementation and administration of the proposed rental unit grant program that will assist in the remediation of a minimum of 100 rental housing units, and initial staffing to qualify grant applicants and perform other LHRD Grant related approval, accounting and reporting responsibilities for the Building Division's owner-occupied housing program. Two new Community Development Specialists I, funded by the LHRD Grant, will be at least initially assigned to CDA. It is anticipated, however, that after the Lead Coordinator's appointment and review of the new Lead Safe St. Louis Initiative, the two new CD Specialist positions and all said CDA functions, except overall grant administration, will be reassigned to another City agency; and if, once the Program is underway, it is determined that the amount of time required to perform these functions is less than the full-time of said two employees, a budget revision may be submitted to allocate a portion of such personnel costs to other Program activities.

Health Department: Charged with administering the LHRD Grant Relocation Program under contract with CDA.

ATTACHMENT B - Uses of Funds (by Agency)

Item	Category	Building Division	CDA	TOTALS
1.	Personnel	\$673,400	\$382,449	\$1,055,849
2.	Fringe Benefits	132,877	75,466	208,343
3a.	Travel - Local	29,400	0	29,400
3b.	Travel - Airfare	0	800	800
3c.	Travel - Other	0	0	0
3d.	Per Diem	0	2,504	2,504
4.	Equipment	0	0	0
5a.	Consumable Supplies	0	0	0
5b.	Non-consumable Supplies	0	0	0
6.	Consultants	0	0	0

7.a	State Dept of Health & SS	0	202,856	202,856
7.b	DOH (Relocation Costs)	0	100,000	100,000
7.c	CECLP	0	0	0
8.	Other Direct (LHC Costs)	650,248	350,000	1,000,248
9.	Indirect	0	0	0
Subtotal Estimated LHRD Grant Funds Costs		\$1,485,925	\$1,114,075	\$2,600,000
City BD LRF - Personnel Costs		338,374	0	338,374
City BD LRF - Fringe Benefits		66,769	0	66,769
City BD LRF - CECLP Contract		48,500	0	48,500
City BD LRF - LHC Costs		399,752	0	399,752
Subtotal Estimated City BD LRF Costs		\$ 853,395	\$0	\$ 853,395
TOTAL LHRD PROGRAM COSTS		\$2,339,320	\$1,114,075	\$3,453,395

**U.S. Department of Housing and Urban Development
Assistance Award/Amendment Application on file in the Register's Office.**

**Lead Hazard Reduction Demonstration Grant Program
Grant Agreement Provisions on file in the Register's Office.**

Approved: January 29, 2004

**ORDINANCE #66132
Board Bill No. 308**

An ordinance approving a Redevelopment Plan for the 5907, 5920, 5955 and 5966 Sherry Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated October 28, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the existence of eminent domain; finding that the property within the Area is unoccupied. The Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the city to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 5907, 5920, 5955 and 5966 Sherry Avenue Area, dated October 28, 2003, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of this Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as 5907, 5920, 5955, and 5960 Sherry Avenue Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 28, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

(c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area of any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

(a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth there in and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the city, dated July 24, 1997.

(e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 2000, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created:

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the

improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification, which will substantially change the Plan, must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"**THE 5907, 5920, 5955 and 5966 SHERRY AVENUE AREA
LEGAL DESCRIPTION**

PARCEL 1 C. B. 5350 SHERRY
31 ft 2 7/8 IN / 84 FT 1 ¼ IN
X 125 FT/IRREG
LOTS 34 35 & ADJ LOT ON E
5350-00-0220
5907 Sherry Avenue

PARCEL 2 C. B. 5350 SHERRY
50 FT X 125 FT
W WALNUT PK ADDN
LOTS 54 & 55 BLK 9
5350-00-0370
5955 Sherry Avenue

PARCEL 3 C. B. 5351 SHERRY
40 FT X 125 FT
W WALNUT PK ADDN
BLOCK 10
LOT 21 & W 22
5351-00-0130
5920 Sherry Avenue

PARCEL 4 C. B. 5351 SHERRY
50 FT X 125 FT
W WALNUT PK ADDN
BLOCK 10
LOT 34
5351-00-0030
5966 Sherry Avenue

EXHIBIT "B"
Form: 08/08/03

BLIGHTING STUDY AND PLAN
FOR THE
5907, 5920, 5955, 5966 SHERRY AVENUE AREA
PROJECT # 9589
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY

OF THE CITY OF ST. LOUIS
October 28, 2003

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
THE 5907,5920,4955 and 5966 SHERRY AVENUE AREA**

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EXHIBITS

"A" LEGAL DESCRIPTION
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"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 5907, 5920, 5955 and 5966 Sherry Avenue Area ("Area") encompasses approximately 0.48 acres in the Walnut Park West Neighborhood of the City of St. Louis ("City"), and is located on the north and south sides of Sherry Avenue with Riverview Blvd to the east and Mimika Avenue to the west.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises two parcels in each of City Blocks 5350 and 5351. The Area is currently in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 8.5% unemployment rate for the City as of April 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include four vacant lots

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 15.42 persons per acre.

5. CURRENT ZONING

The Area is zoned "F" Neighborhood Commercial and "A" Single-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A (2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single-Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area should all be "A" Single-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed development is residential.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

The properties shall be developed so they are attractive residential assets to the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants

displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

THE 5907, 5920, 5955 and 5966 SHERRY AVENUE AREA LEGAL DESCRIPTION

PARCEL 1 C. B. 5350 SHERRY
31 ft 2 7/8 IN / 84 FT 1 ¼ IN
X 125 FT/IRREG
LOTS 34 35 & ADJ LOT ON E
5350-00-0220
5907 Sherry Avenue

PARCEL 2 C. B. 5350 SHERRY
50 FT X 125 FT
W WALNUT PK ADDN
LOTS 54 & 55 BLK 9
5350-00-0370
5955 Sherry Avenue

PARCEL 3 C. B. 5351 SHERRY
40 FT X 125 FT
W WALNUT PK ADDN
BLOCK 10
LOT 21 & W 22
5351-00-0130
5920 Sherry Avenue

PARCEL 4 C. B. 5351 SHERRY
50 FT X 125 FT
W WALNUT PK ADDN
BLOCK 10
LOT 34
5351-00-0030
5966 Sherry Avenue

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 05/26/99**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

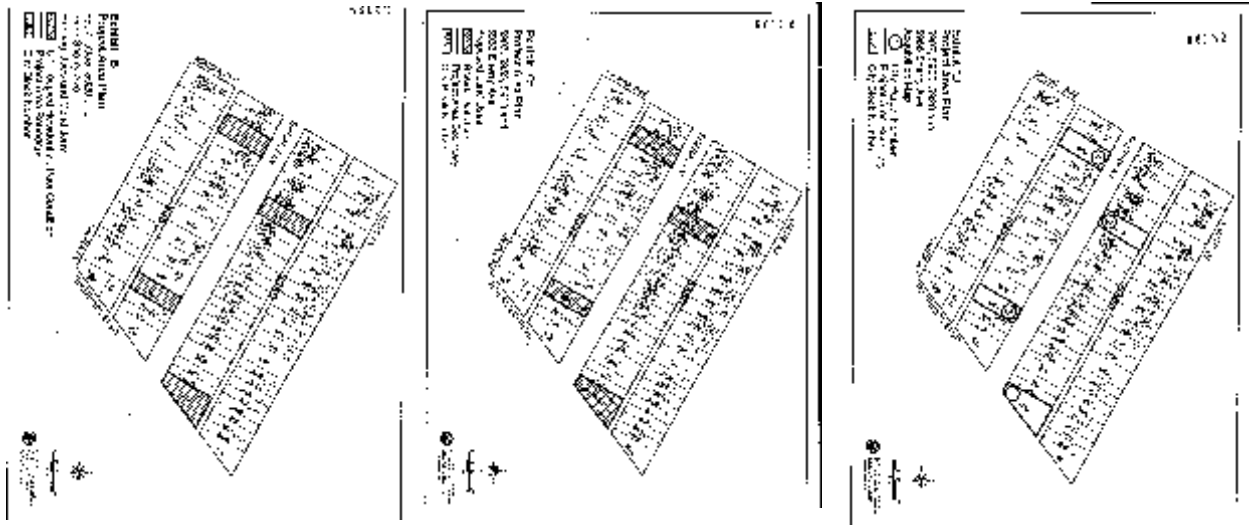
The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: February 4, 2004

ORDINANCE NO. 66132 - EXHIBITS B, C & D



ORDINANCE #66133
Board Bill No. 298

An ordinance approving a redevelopment plan for the 5500 West Park Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Blighting Study and Plan dated October 28, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is occupied and the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the redevelopment of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board, titled "Blighting Study and Plan for 5500 West Park Avenue Redevelopment Area," dated October 28, 2003; consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 5500 West Park Avenue Area ("Area").

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 28, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently occupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women contractors, subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"**THE 5500 WEST PARK AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTIONS**

Parcel 1: A tract of land being part of Block 5500 of the City of St. Louis, Missouri, and described as follows:

Beginning at a point in the east line of of former Sublette Avenue, 50 ft. wide, vacated by ordinance 54258, said point being distant 200 ft. north of the north line of Dale Avenue as measured at right angles thereto, and said point being the northwest corner of property conveyed to G.L. Tarlton contracting Company by deed recorded in Book 68 M page 1587 of the St. Louis City Records; thence north along said east line of former Sublette Avenue 85 feet to a point; thence leaving said east line and running east along a line 285 ft. north of and parallel to said north line of Dale Avenue, a distance of 460.19 ft. to a point in the southwest line of West Prk Avenue as dedicated by plat recorded in book 25 page 8 of the St. Louis City Records; thence southeastwardly along said southwest street line 128.52 ft. to the northeast corner of property conveyed to G. L. Tarlton, as aforementioned, said point being distant 177.87 ft. north of the north line of Dale Avenue as measured at right angles thereto; thence westwardly along Tarlton's northern line 132.12 ft. to a point distant 200 ft. north of the line of Dale Avenue as measured at right angles thereto; thence continuing westwardly along the north of property conveyed to said G. L. Tarlton and parallel to the north line of Dale Avenue 400 ft. to the point of beginning.

Parcel 2: A lot in block no. 3 of Richard J. Howard's Subdivision and in block no. 5500 of the City of St. Louis, beginning at the northeast corner of Dale and Sublette Avenues, thence north along the east line of Sublette Avenue 200 ft. 1/8 in. to a point; thence eastwardly and parallel with the north line of Dale Avenue 400 ft. to a point; thence eastwardly along a straight line 130 ft. 9 inches to a point in the southwest line of West Park Avenue, said point being perpendicularly distant 177 ft. 10-1/2 in. north of the north line of Dale Avenue; thence southeastwardly along said southwest line of said West Park Avenue which street lies southwest of and adjacent to the right-of-way of the Missouri Pacific Railroad, a distance of 39 ft. 6 in. to a point of curve in said street; thence on curve to the southeast, having a radius of 596.07 ft. and being 50 ft. radially distant southwest of and parallel with said Railroad's Southwest right-of-way line 199 ft. 1-3/4 in. to the north line of Dale Avenue, 683 ft. 9-1/2 in. to the point of beginning, according to plat executed by Pitzman's Company of surveyors and engineers, dated August 23, 1929.

(5500-00-00040)

EXHIBIT "B"
Form: 10/13/03

BLIGHTING STUDY AND PLAN
FOR
THE 5500 WEST PARK AVENUE AREA
PROJECT #9623
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
OCTOBER 28, 2003

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
THE 5500 WEST PARK AVENUE AREA**

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EXHIBITS

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 5500 West Park Avenue Redevelopment Area ("Area") consists of a commercial building on land totaling approximately 3.6 acres in the Cheltenham Neighborhood of the City of St. Louis ("City"). The Area is in the block bounded by City Block 5501 on the east, the Dale Avenue on the south, Sublette Avenue on the west and West Park Avenue on the north.

The legal description for the area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises part of City Block 5500 and is in fair condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 10.5% unemployment rate for the City as of July, 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area. There are currently 54 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the area include an occupied commercial structure in fair condition.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are commercial, institutional and residential. Residential density for the surrounding neighborhoods is approximately 2.28 persons per acre.

5. CURRENT ZONING

The Area is zoned "K" Unrestricted District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is occupied and in fair condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the commercial redevelopment of this of this Area.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial and office uses permitted in Areas designated "K" Unrestricted by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

Pawn shops, adult bookstores, x-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used) pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except financial institutions or pharmacies) that utilize a sales or service window or facility for customers who are in cars or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile or service stations.

3. PROPOSED ZONING

The zoning for the Area can remain "K" Unrestricted District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Twelve new jobs will be created if the Area is developed in accordance with this Plan.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts,

levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. **BUILDING AND SITE REGULATIONS**

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

8. **URBAN DESIGN**

a. Urban Design Objectives

The property shall be renovated so it is an attractive commercial structure within the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation of the existing structure shall respect the original exteriors in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design of the building.

c. Landscaping

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees. Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs. Existing, non-scrub trees shall be retained.

9. **PARKING REGULATIONS**

Parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. **SIGN REGULATIONS**

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon the use, location or siting of the structure.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the area is currently occupied. All eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the

duration of this Plan and any extension thereof. All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the area, or other items which alter the nature or intent of this plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

THE 5500 WEST PARK AVENUE REDEVELOPMENT AREA LEGAL DESCRIPTIONS

Parcel 1: A tract of land being part of Block 5500 of the City of St. Louis, Missouri, and described as follows:

Beginning at a point in the east line of former Sublette Avenue, 50 ft. wide, vacated by ordinance 54258, said point being distant 200 ft. north of the north line of Dale Avenue as measured at right angles thereto, and said point being the northwest corner of property conveyed to G.L. Tarlton contracting Company by deed recorded in Book 68 M page 1587 of the St. Louis City Records; thence north along said east line of former Sublette Avenue 85 feet to a point; thence leaving said east line and running east along a line 285 ft. north of and parallel to said north line of Dale Avenue, a distance of 460.19 ft. to a point in the southwest line of West Prk Avenue as dedicated by plat recorded in book 25 page 8 of the St. Louis City Records; thence southeastwardly along said southwest street line 128.52 ft. to the northeast corner of property conveyed to G. L. Tarlton, as aforementioned, said point being distant 177.87 ft. north of the north line of Dale Avenue as measured at right angles thereto; thence westwardly along Tarlton's northern line 132.12 ft. to a point distant 200 ft. north of the line of Dale Avenue as measured at right angles thereto; thence continuing westwardly along the north of property conveyed to said G. L. Tarlton and parallel to the north line of Dale Avenue 400 ft. to the point of beginning.

Parcel 2: A lot in block no. 3 of Richard J. Howard's Subdivision and in block no. 5500 of the City of St. Louis, beginning at the northeast corner of Dale and Sublette Avenues, thence north along the east line of Sublette Avenue 200 ft. 1/8 in. to a point; thence eastwardly and parallel with the north line of Dale Avenue 400 ft. to a point; thence eastwardly along a straight line 130 ft. 9 inches to a point in the southwest line of West Park Avenue, said point being perpendicularly distant 177 ft. 10-1/2 in. north of the north line of Dale Avenue; thence southeastwardly along said southwest line of said West Park Avenue which street lies southwest of and adjacent to the right-of-way of the Missouri Pacific Railroad, a distance of 39 ft. 6 in. to a point of curve in said street; thence on curve to the southeast, having a radius of 596.07 ft. and being 50 ft. radially distant southwest of and parallel with said Railroad's Southwest right-of-way line 199 ft. 1-3/4 in. to the north line of Dale Avenue, 683 ft. 9-1/2 in. to the point of beginning, according to plat executed by Pitzman's Company of surveyors and engineers, dated August 23, 1929.

(5500-00-00040)

See attached Exhibits B, C & D

EXHIBIT E
FORM: 05/26/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

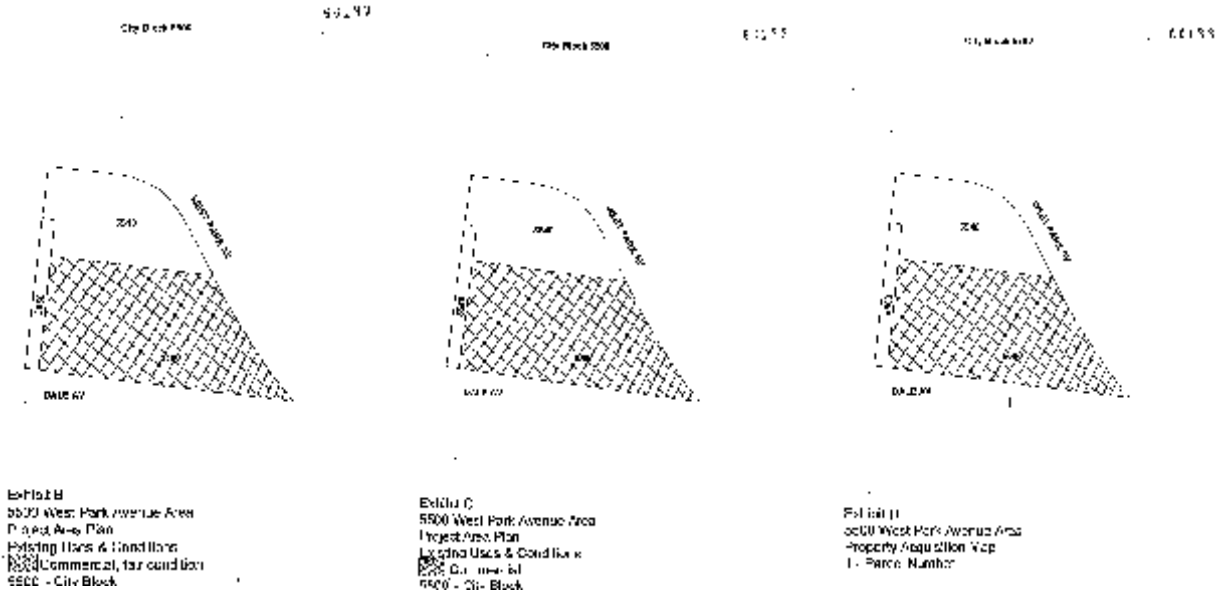
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: February 4, 2004

ORDINANCE NO. 66133 - EXHIBITS B, C & D



**ORDINANCE #66134
Board Bill No. 360
Committee Substitute**

An ordinance authorizing and directing the Mayor and the Comptroller, upon recommendation of the Board of Estimate and Apportionment, to enter into a Memorandum of Agreement with the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (doing business as "Metro") for the purpose of borrowing ONE MILLION DOLLARS (\$1,000,000.00) to provide for the appropriation of the City's local match to replace the Lansdowne Bridge over River Des Peres from Wabash to River Des Peres and authorizing the repayment to Metro, subject to appropriation, from the Capital Fund No. 1217 and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller are hereby authorized and directed, upon recommendation by the Board of Estimate and Apportionment, to enter into a Memorandum of Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein as if fully set out, with the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (doing business as "Metro") for the purpose of borrowing ONE MILLION DOLLARS (\$1,000,000.00) to provide for the appropriation of the City's local match to replace the Lansdowne Bridge over River Des Peres from Wabash to River Des Peres.

SECTION TWO. Repayment by the City to Metro, subject to appropriation, will come from the Capital Fund, Fund No. 1217.

SECTION THREE. Emergency clause for a public work. This being an ordinance providing for public works and improvements, it is hereby declared to be an emergency measure and shall become effective upon approval by the Mayor.

MEMORANDUM OF AGREEMENT

By and Between

**THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
DOING BUSINESS AS METRO**

and

THE CITY OF ST. LOUIS, MISSOURI

Dated as of _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is dated as of _____, 200____, by and between THE CITY OF ST. LOUIS, MISSOURI, (the "City"), a constitutional charter city and political subdivision of the State of Missouri created pursuant to Article VI, §19 of the Missouri Constitution upon the adoption of the Charter of the City of St. Louis (the "Charter"), and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT doing business as Metro (the "Agency"), an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 127, Section 63r-1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the "Compact").

WITNESSETH:

WHEREAS, the City is authorized pursuant to the Charter and the Constitution and the laws of the State of Missouri to enter into contracts with the Agency and others; to incur debts by borrowing money or otherwise and to give any appropriate evidence thereof; to expend the money of the City for all lawful purposes; to acquire or receive and hold, maintain and improve real and personal property; to establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle and clean streets and bridges; to acquire, provide for, construct, regulate and maintain and do all things relating to all kinds of public buildings, structures, markets, places, works and improvements; and to exercise all powers granted or not prohibited to it by law or which it would be competent for the Charter to enumerate;

WHEREAS, the Agency is authorized to acquire by gift, purchase or lease and to plan, construct, operate and maintain passenger transportation facilities and rail terminal facilities; to contract with municipal or other political subdivisions for the services or use of any facility owned or operated by the Agency or owned or operated by such municipality or other political subdivision; to disburse funds for its lawful activities; and to perform all other necessary and incidental functions;

WHEREAS, in 1995 the East-West Gateway Coordinating Council ("EWGCC"), in conjunction with the Missouri Department of Transportation and the Agency, authorized federally mandated studies of multimodal transportation improvements in a specified corridor of the region known as the Cross-County corridor;

WHEREAS, in 1997 EWGCC approved expansion of the Agency's light rail transit system known as MetroLink in the Cross-County corridor and approved a route based on a report from the consulting firm of Gannett Fleming which evaluated alignment issues and funding options for the light rail expansion (Gannett Fleming, Cross-County Strategic Alignment Analysis, East-West Gateway Coordinating Council);

WHEREAS, in 1997 EWGCC adopted the Gannett Fleming, Cross-County MetroLink Segment I Business Plan, East-West Gateway Coordinating Council, December 10, 1997 (the "Cross-County Business Plan"), which set forth the organization and management of the planning and design work for the Cross-County corridor;

WHEREAS, the City, the County of St. Louis, Missouri, and the Agency have heretofore entered into a Memorandum of Understanding, dated December 1, 2000, which established the overall governance and authority structure for the Cross-County MetroLink Segment I, outlined the project management system, and established the roles and responsibilities of the parties relating to design, construction, equipping, financing and operation;

WHEREAS, the Agency has proceeded with the design and engineering of and has taken steps to further implement the construction of the Cross-County MetroLink Segment I;

WHEREAS, the prompt acquisition, planning, construction, equipping, and improvement of the Lansdowne Bridge at River Des Peres from Wabash to River Des Peres Drive (the "Project" as defined herein) is essential to the timely completion of the Cross-County MetroLink Segment I;

WHEREAS, the City has proceeded with the design and engineering of and has taken steps to further implement the Project, bids for the Project have been submitted, and the Project is expected to be completed within 18 months from its initiation;

WHEREAS, the City has notified the Agency that funds will not be available to fund the Project until fiscal year 2005;

WHEREAS, in order to maintain the schedule required by EWGCC, and in order to begin revenue service by April 2006; the Project must be completed by February 2006;

WHEREAS, The Agency is willing to advance to the City the funds needed to acquire, plan, construct, equip and improve the Project (the "Project Costs" as defined herein); and

WHEREAS, the Agency and the City are entering into this Agreement to provide for the advance by the Agency to the City of the Project Costs and to provide a source of the repayment of the advance by the City to the Agency.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions of Words and Terms. The words and terms as used in this Agreement shall have the following meanings:

"Agency" means the Bi-State Development Agency of the Missouri-Illinois Metropolitan District doing business as Metro, an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 127, Section 63r-1 et seq. of the Illinois Compiled Statutes as a body corporate and politic, and its successors and assigns.

"Agency Advance" means the advance described in Section 3.1.

"Agreement" means this Memorandum of Agreement, as from time to time amended in accordance with the terms hereof.

"Agreement Term" means the term of this Agreement as provided in Section 8.6.

"Authorized Agency Representative" means the President and Chief Executive Officer or such other person at the time designated to act on behalf of the Agency as evidenced by a written certificate furnished to the parties hereto containing the specimen signature of such person and signed on behalf of the Agency by the President and Chief Executive Officer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Agency Representative.

"Authorized City Representative" means the President of the Board of Public Service or such other person at the time designated to act on behalf of the City as evidenced by a written certificate furnished to the parties hereto containing the specimen signature of such person and signed on behalf of the City by the President of the Board of Public Service. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

"City" means The City of St. Louis, Missouri, a constitutional charter city and political subdivision of the State of Missouri, and its successors and assigns.

“City Payment” means the payment of the City described in Section 3.2.

“Compact” means the compact between the States of Missouri and Illinois pursuant to which the Agency was organized and created as a body politic and corporate authorized by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 127, Section 63r-1 et seq. of the Illinois Compiled Statutes and as ratified by the United States Congress.

“MetroLink System” means the Agency’s light rail transit system and any additions or extensions thereto.

“Ordinance” means Ordinance _____ and other ordinances to be adopted by the City to provide for the authorization of this Agreement and the appropriation and disbursement to the Agency of the City Payment.

“Project” means the Replacement of Lansdowne Bridge over River Des Peres from Wabash to the River Des Peres.

“Project Costs” means all costs of planning, development, acquisition of right-of-way and other necessary property, construction, and equipping, and any other necessary or related costs of the Project.

“Resolution” means one or more resolutions to be adopted by the Agency to provide for the authorization of this Agreement and the appropriation and payment of the Agency Advance.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Agency. The Agency makes the following representations as the basis for the undertakings on the part herein contained:

(a) The Agency is an interstate transportation authority created by and pursuant to the Compact as a body corporate and politic.

(b) The Agency has lawful power and authority under its Compact to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of its Board of Commissioners, the Agency has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) No further actions or approvals by the Board of Commissioners are necessary in connection with this Agreement, except with respect to the appropriation and disbursement of the Agency Advance as provided herein.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the appropriation and disbursement of the Agency Advance and the expenditure thereby for the purposes provided in this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the Agency will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Agency is a party or by which it or any of its property is bound, or the Agency’s Compact or Bylaws or any order, rule or regulation applicable to the Agency or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Agency under the terms of any instrument or agreement to which the Agency is a party.

Section 2.2. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and political subdivision duly organized and existing under its Charter and the constitution and laws of the State of Missouri.

(b) The City has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of the Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) No further actions or approvals by the Board of Aldermen are necessary in connection with this Agreement, except with respect to the appropriation of the City Payment as provided herein.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the appropriation by the Board of Aldermen of the City's revenues to fund the City Payment and the expenditure thereof for the purposes provided in this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

ARTICLE III

FINANCING OF THE PROJECT

Section 3.1. Agency Advance.

(a) The Agency covenants and agrees to pay to the City on the tenth day after the effective date of the Ordinance authorizing this Agreement in immediately available funds a sum not to exceed \$1 million (the "Agency Advance").

(b) The obligations of the Agency under this Agreement to make the Agency Advance on or before the date specified in paragraph (a) of this Section, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the City hereunder, and the Agency hereby waives the provisions of any ordinance, statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the Agency therefrom.

Section 3.2. City Payment.

(a) The City covenants and agrees to pay to the Agency on December 31, 2006, in immediately available funds the amounts specified in Section 3.1(a) of this Agreement (the "City Payment").

(b) Except as provided in paragraph (c) of this Section, the obligations of the City under this Agreement to make the City Payment on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the Agency hereunder, and the City hereby waives the provisions of any ordinance, statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the City therefrom.

(c) Notwithstanding any provision or covenant contained in this Agreement, the City is only obligated to pay the City Payment hereunder and such payment shall be made from funds budgeted and appropriated for that purpose. The obligation of the City to make the City Payment under this Agreement is subject to annual appropriation as provided herein.

(d) Nothing in this Agreement shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the City of any rights or claims which the City may have against the Agency under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Agency separately, it being the intent of this Agreement that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Agreement (including the obligation to make the City Payment).

(e) The City currently intends to make the City Payment when due. It is the City's intention that the City Payment shall provide sufficient funds to repay the Agency Advance. The City reasonably believes that legally available funds in an amount sufficient to make the City Payment when due can be obtained. The City further currently intends to do all things lawfully within its power to obtain and maintain funds from which City Payment may be made, including making provision for such payment to the extent necessary in accordance with applicable provisions of Missouri law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds to make the City Payment is solely within the discretion of the then current governing body of the City.

(f) The City covenants and agrees that the City's Budget Director, or any other officer at any time charged with responsibility of formulating budget proposals, is hereby directed to include in the budget proposals submitted to the Board of Estimate and Apportionment, and to the extent permitted by law, to the Board of Aldermen of the City, in Fiscal Years 2005 and 2006, a request for the City Payment. Such requests for appropriations shall be made so that the City Payment to be paid during Fiscal Year 2006 will be available for such purposes. It is the intention of the City that the decision to appropriate the City Payment pursuant to this Agreement shall be made solely by the Board of Aldermen and not by any other official of the City except subject to the power of the Mayor of the City to approve or disapprove ordinances. The City presently expects to, in Fiscal Years 2005 and

2006 of the City, appropriate funds for the City Payment so that the City Payment to be paid during Fiscal Year 2006 will be available for such purposes. The City shall furnish the Agency with copies of its annual budget and a certificate stating whether it has appropriated the City Payment for such Fiscal Years promptly after the budget is adopted and in no event later than July 15, 2004 and 2005.

ARTICLE IV

CONSTRUCTION, MAINTENANCE AND USE OF THE PROJECT

Section 4.1. Design, Construction and Implementation of the Project. The City shall proceed with the acquisition, planning, construction, equipping, and improvement of the Project.

Section 4.2. Project Schedule and Agreement to Complete.

(a) The City agrees to cause the acquisition, planning, construction, equipping and improvement of the Project to be diligently and continuously prosecuted and to be completed with reasonable dispatch, to obtain such title or interest in the Project as will enable the City to operate such Project for the purpose for which it was acquired and to carry out the purposes of the Project and the City shall provide from legally available moneys, if any, all moneys necessary to complete the Project substantially in accordance with the Project Documents (as hereinafter defined).

(b) In the event the City determines at any time the moneys described in Section 3.1(a) to be insufficient to pay for the completion of the acquisition, planning, construction, equipping, and improvement of the Project, the City shall immediately notify the Authorized Agency Representative. The parties agree to cooperate to either (i) modify the Project, to include only those components and be of such design as can be completed with the amounts budgeted, or (ii) cooperate and use their best efforts to obtain moneys from other lawfully available sources in an amount sufficient to pay the amount of such deficiency.

Section 4.3. Use of Proceeds; Completion of the Project.

(a) The proceeds of the Agency Advance shall only be applied to pay the Project Costs.

(b) The City will assume responsibility for the completion of the acquisition, planning, construction, equipping, and improvement of the Project prior to February 2006.

Section 4.4. Project Documents. The City will maintain at its principal office and make available to the Agency upon request copies of the following documents as and when the same are available:

(a) All preliminary and final plans and specifications for the Project (the City agrees to maintain the final versions of such preliminary plans and specifications as such final versions become available and in any event by such time as work is commenced on the portion of the Project to which such plans and specifications relate);

(b) Appropriate permits for the acquisition, construction, equipping and improvement of the Project, if required, from any other governmental agency as may be necessary for such work;

(c) All construction manager's and general contractor's contracts for the Project and all prime subcontractor's contracts and purchase orders for any equipment included in the Project (the "Construction Contracts"); and

(d) Performance and payment bonds insuring the City against all delays in completion of all Construction Contracts, against failure to timely complete the Project in accordance with the plans and specifications, and against claims for payment to cover labor and material used or reasonably required for use in the performance of the Construction Contracts.

(Said documents referred to above in this Section being herein collectively called the "Project Documents")

Section 4.5. Changes or Amendments to Project and Project Documents. The City may make, authorize or permit such changes or amendments to the Project and the Project Documents as the City may reasonably determine necessary or desirable, provided that all such changes or amendments do not adversely impact the timely completion of the Project or the future and the City shall notify the Agency of such changes and amendments to the Project.

Section 4.6. Title to the Project and Maintenance.

(a) Title to the Project and all real estate (or interests therein) upon which the Project is or will be located shall be vested in the name of the City. The City may mortgage, pledge or otherwise encumber the Project or any part thereof, and may sell, lease or otherwise dispose of the Project or any material part thereof.

(b) Pursuant to the Charter, the City has the authority to establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle and clean streets and bridges; and to acquire, provide for, construct, regulate and maintain and do all things relating to all kinds of public buildings, structures, markets, places, works and improvements. The City, through its Department of Streets, has charge of the repairing, cleaning and maintenance of all streets and bridges.

ARTICLE V**SPECIAL COVENANTS**

Section 5.1. Records and Audits. The City covenants and agrees that it will keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Project in accordance with generally accepted accounting principles consistently applied, and will furnish to the Agency such information as it may reasonably request concerning the Project, in order to enable the Agency to determine whether the covenants, terms and provisions of this Agreement have been complied with.

ARTICLE VI**DEFAULT AND REMEDIES**

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default under this Agreement:

- (a) Default in the due and punctual appropriation and disbursement of the Agency Advance;
- (b) Default in the due and punctual appropriation and disbursement of the City Payment;
- (c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the City's part to be observed or performed, and the continuance of such default for 60 days after the Agency has given to the City written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the City has commenced such cure within said 60-day period, and (ii) the City diligently prosecutes such cure to completion; or
- (d) The City (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (iii) makes an assignment for the benefit of its creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the City's consent or acquiescence; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the City's consent, is not dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

Section 6.2. Remedies on Default. If any Event of Default has occurred and is continuing, then the Agency or the City may, at such party's election, take any one or more of the following actions:

- (a) by mandamus or other suit, action or proceedings at law or in equity, to enforce its rights against the City or the Agency, as applicable, and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement;
- (b) cause the City Payment to become due and payable, as provided in Section 6.3; or
- (c) take any other action at law or in equity to enforce this Agreement.

Section 6.3. Acceleration of Maturity in Event of Default.

- (a) If an Event of Default has occurred in the appropriation and disbursement of the City Payment and is continuing, the Agency may, by written notice delivered to the City, declare the City Payment immediately due and payable. Upon such declaration, the City Payment shall be immediately due and payable as if all such amount was originally stipulated to be paid on the accelerated payment date.
- (b) If, at any time after such declaration, the Event of Default which gave rise to the acceleration is cured, then the Agency shall rescind such declaration and annul the Event of Default in its entirety.
- (c) In case of any rescission, the Agency and the City shall be restored to their former position and rights hereunder, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 6.4. Rights and Remedies Cumulative. The rights and remedies reserved by the Agency and the City hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by

the exercise thereof on one or more occasions. The Agency and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.5. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the City of any covenant, agreement or undertaking by the City, as applicable, the Agency may nevertheless accept from the City any payment or payments hereunder without in any way waiving the Agency's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults of the City which were in existence at the time when such payment or payments were accepted by the Agency.

ARTICLE VII

ASSIGNMENTS

Section 7.1. No Assignment. Neither party to this Agreement shall assign the Agreement as a whole or part without the written consent of the other, nor shall either party assign any monies due or to become due hereunder without the previous written consent of the other party.

Section 7.2. Third Party Beneficiaries. Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

(a) To the Agency:

Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
707 North First Street
St. Louis, Missouri 63102
Attention: President and Chief Executive Officer

with a copy to:

General Counsel
Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
707 North First Street
St. Louis, Missouri 63102

(b) To the City:

City of St. Louis, Missouri
Room 301 City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: President of the Board of Public Service

with a copy to:

City Counselor
Room 314 City Hall
Tucker and Market Streets
St. Louis, MO 6310
Attention: Patricia A. Hageman

All notices given by first class, certified or registered mail shall be deemed duly given three business days following the date they are so mailed. The Agency and the City may from time to time designate, by notice given hereunder to the other party, another address to which subsequent notices or other communications shall be sent.

Section 8.2. Immunity of Officers, Employees and Members of the City and the Agency. No recourse shall

be had for the appropriation and disbursement of the Agency Advance or the City Payment or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the Agency, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City or the Agency, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 8.3. Amendments and Modifications. Any amendment or modification of this Agreement, or any consent required pursuant to the provisions of this Agreement, shall be authorized solely by the requisite vote of the governing body or department head of the City or the Agency granting such consent or, in the case of amendments or modifications by the governing body or department head of the party or by the officers authorized by governing such body or department head.

Section 8.4. Partial Invalidity. All provisions of this Agreement are material and substantive and therefore, if any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the entire Agreement shall be held invalid and of no force and effect.

Section 8.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this Agreement, the provisions of the Compact shall prevail over any conflicting provisions of other Missouri laws.

Section 8.6. Agreement Term. This Agreement shall be in effect from and after its execution by all of the parties hereto and shall remain in effect until (a) the Project is completed, and (b) the City Payment has been received by the Agency.

Section 8.7. Execution in Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by the Agency on _____, 200____.

THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT
DOING BUSINESS AS METRO

[SEAL]

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by the City on _____, 200____.

THE CITY OF ST. LOUIS, MISSOURI

By _____
Mayor

Comptroller

Approved as to form only:

City Counselor

ATTEST:

Register

[Remainder of page left intentionally blank]

Approved: February 4, 2004